

NALY FORM NO. 40 LEASE (Combination)  
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~~This Lease~~ Witnesseth, THAT HAROLD T. and SHARYN L. BECK, his wife

herein called LESSOR, hereby leases to WALTER BECK CORPORATION, INC.  
herein called TENANT for the term of 60 months commencing on the 1st day  
of January, 1999 and ending on the 31st day of December, 2004  
for the total rent of Sixty Thousand -----DOLLARS (\$60,000.00)  
the following described premises, in their present condition in McKean County,  
Pennsylvania, VIZ:

Star Route One, Route 59  
Lewis Run, PA 16738

In Consideration ~~Whereof~~, the Tenant covenants to pay as rent in 60 equal installments  
of One Thousand -----DOLLARS (\$1,000.00),

without demand in advance at from  
the beginning of the term, until the whole amount of said rent is paid; to pay, as due as an additional  
rental for said premises, all gas and electricity used thereon, all garbage collection charges, all sewer  
and water charges or assessments, whether by meter rate or flat rate; and on failure of Tenant to pay same  
when due, Lessor shall enforce payment thereof in the same manner as rent in arrear as hereinafter  
provided; to maintain and keep the premises during the term in good repair, including water pipes, their  
connections and all plumbing fixtures; to keep the cellar, yard, if any, free of rubbish, and in such con-  
dition as the laws of the Commonwealth of Pennsylvania and any subdivision thereof may require, and  
if the Lessor pays for the same or any part thereof, it will be additional rent payable by the Tenant;  
to remove no additions, or improvements made by the Lessor or the Tenant, nor to alter the premises  
nor sub-let the same or any part thereof, nor to post bills or erect billboards or signs. Tenant shall not  
assign this Lease in any manner without the written consent of the Lessor, under penalty of instant for-  
feiture of this Lease (subject to applicable bankruptcy laws), and shall use the premises only for

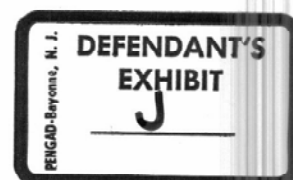
and surrender the same in as good order as they now are, reasonable wear and tear and accidents by fire  
alone excepted.

The Tenant further agrees to perform, fully obey and comply with all the ordinances, rules, regula-  
tions and laws of all public authorities, boards and officers relating to said premises, or the improvements  
thereon, or to the use thereof, and further not to use or occupy, or permit any person or other entity to  
use or occupy the said premises, or any part thereof, for any purpose or use in violation of any law,  
statute or ordinance, whether Federal, State or Municipal, during the term of said Lease or any renewal  
thereof.

FOR THE LIMITED PURPOSES OF SERVICE OF NOTICE AND THE WAIVER OF THE  
THIRTY (30) DAY NOTICE TO VACATE (IF THE TERM OF THE LEASE IS LESS THAN ONE  
YEAR OR INDEFINITE) OR THE THREE (3) MONTH NOTICE TO VACATE (IF THE TERM  
OF THE LEASE IS ONE YEAR OR MORE), THE TENANT EXPRESSLY WAIVES TO THE LES-  
SOR THE BENEFIT OF ACT NO. 20, APPROVED APRIL 6, 1951, ENTITLED "THE LANDLORD  
AND TENANT ACT OF 1951" REQUIRING NOTICE TO VACATE THE PREMISES AT THE END  
OF THE TERM OR AT THE END OF ANY SUBSEQUENT TERM FOR WHICH THIS LEASE MAY  
BE RENEWED, AND COVENANTS AND AGREES TO GIVE UP QUIET AND PEACEFUL POSSES-  
SION WITHOUT FURTHER NOTICE FROM SAID LESSOR OR HIS AGENT.

Any removal or attempt at removal of any furniture, household appliances or furnishings from said  
premises by the Tenant without the prior written consent of Lessor while any portion of the rent for  
the full term shall be unpaid shall be deemed a fraudulent removal, and an act of default under this Lease.  
In such event the whole rent for the entire term shall be due and payable at once, and the Lessor is hereby  
authorized and empowered to prohibit and prevent any such removal and to employ all lawful means in  
so doing.

It is further agreed that if the Tenant shall default in the payment of any installment of rent, or  
of any other sum provided for under this Lease as the same becomes due and payable, or should an exe-  
cution be issued against the Tenant, bankruptcy proceedings be begun or against said Tenant, or an as-  
signment be made by Tenant for the benefit of creditors, or a receiver appointed for Tenant, then and  
in such case the entire rent for the balance of the said term shall at once become due and payable. In  
the case of such a sale on legal process of Tenant's goods, Lessor shall have the right to be first paid out  
of the proceeds of such sale.



In the event the taxes levied and assessed against the real estate herein demised are increased beyond that imposed for the year \_\_\_\_\_, whether occasioned by an increase in millage or an increase in assessment or otherwise, the Tenant shall pay as additional rent said increased taxes during the term of this Lease or any renewal thereof. This includes County, Municipal and School District taxes. This shall likewise apply to any tax measured by the value assessment or use of the real estate.

Neither the termination of the term, nor the receipt of rent after default, after judgment, or after execution, shall deprive the Lessor of other actions against the Tenant for possession or for rent or for damages. The Lessor may use the remedies herein given or those prescribed by law, or both, and the Lessor or his agent may reasonably enter at will, to inspect the premises, to take or send persons on said property seeking to rent or purchase, to make repairs or improvements and post notices such as "For Rent" and "For Sale".

If the premises at any time prior to the expiration of the term hereof be deserted or closed, and the rent more than two (2) months delinquent, the Lessor may enter the premises, without liability to prosecution or action therefor, and any property of Tenant remaining therein shall be deemed abandoned by Tenant, and may be sold or otherwise disposed of by Lessor in any lawful manner, and Lessor may re-let the premises as agent for any unexpired portion of the term and receive the rent therefor and apply it on this Lease.

#### NOTICE — LESSOR LIABILITY FOR INJURY OR DAMAGE.

THE LESSOR \_\_\_\_\_ BE SUBJECT TO LIABILITY FOR ANY INJURY OR  
(SHALL, SHALL NOT)  
DAMAGE TO ANY PERSON OR TO ANY PROPERTY AT ANY TIME ON SAID PREMISES OR BUILDING FROM ANY CAUSE WHATEVER THAT MAY AT ANY TIME EXIST FROM THE USE OR CONDITION OF SAID PREMISES OR BUILDING OR FROM ICE THEREON, OR FROM WATER, RAIN OR SNOW WHICH MAY LEAK INTO, ISSUE OR FLOW FROM ANY PART OF SAID BUILDING, OR FROM THE PIPES OR PLUMBING OF THE SAME, OR FROM ANY OTHER PLACE OR FROM ANY OTHER CAUSE, DURING SAID TERM OR ANY RENEWAL THEREOF.

Tenant further agrees to keep all sidewalks free from snow and ice.

All rights and liabilities herein given to or imposed upon either of the parties hereto, shall extend to their heirs, executors, administrators, successors and assigns of such party. If the Tenant lawfully occupies the premises after the end of the term, this Lease and all its terms, provisions, conditions, covenants, waivers, remedies and any and all of Lessor's rights specially given and agreed to, shall be in force for another \_\_\_\_\_ and so on from \_\_\_\_\_ to \_\_\_\_\_ as long as the relation of Landlord and Tenant continues.

If any term, covenant, condition, or provision of this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

In Witness Whereof, the parties hereto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

Sealed and Delivered in the Presence of

_____	<i>Harold T. Beck</i>	SEAL
	Harold T. Beck	
	<i>Sharyn L. Beck</i>	SEAL
	Sharyn L. Beck	
_____	WALTER BECK CORPORATION INC.	SEAL
_____	By <i>Sharyn L. Beck</i> President	SEAL

Expires \_\_\_\_\_  
Assigns to \_\_\_\_\_  
Renewed to \_\_\_\_\_  
Renewed to \_\_\_\_\_  
Renewed to \_\_\_\_\_

Rent \$ \_\_\_\_\_  
Payable \_\_\_\_\_  
per \_\_\_\_\_  
To \_\_\_\_\_  
From \_\_\_\_\_

**LEASE**